

No. 896

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT.

TRANSCRIPT OF RECORD.

THE UNITED STATES OF
AMERICA,

Plaintiff in Error,

vs.

THE HONOLULU PLANTATION
COMPANY (a Corporation),

Defendant in Error.

FILED
OCT 27 1902

VOL. IV.

(Pages 876 to 925, Inclusive.)

Upon Writ of Error to the United States District
Court, for the District of Hawaii.

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EXHIBITS.

[Endorsed]: No. 896. In the United States Circuit
Court of Appeals for the Ninth Circuit. Plaintiff's Ex-
hibit No. 1. Received September 29, 1902. F. D.
Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 1.



[Endorsed]: Plaintiff's Exhibit No. 1. F. L. Hatch, Dep. C. U. S. vs. Hon. Plan. Co.

[Endorsed]: No. 896. In the United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 1. Received September 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 2.



[Endorsed]: Plaintiff's Exhibit No. 2. F. L. Hatch, Dep. C. U. S. vs. Hon. Plan. Co.

[Endorsed]: No. 896. In the United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 2. Received September 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 3.



[Endorsed]: Plaintiff's Exhibit No. 3. F. L. Hatch, Dep. C. U. S. vs. Hon. Plan. Co.

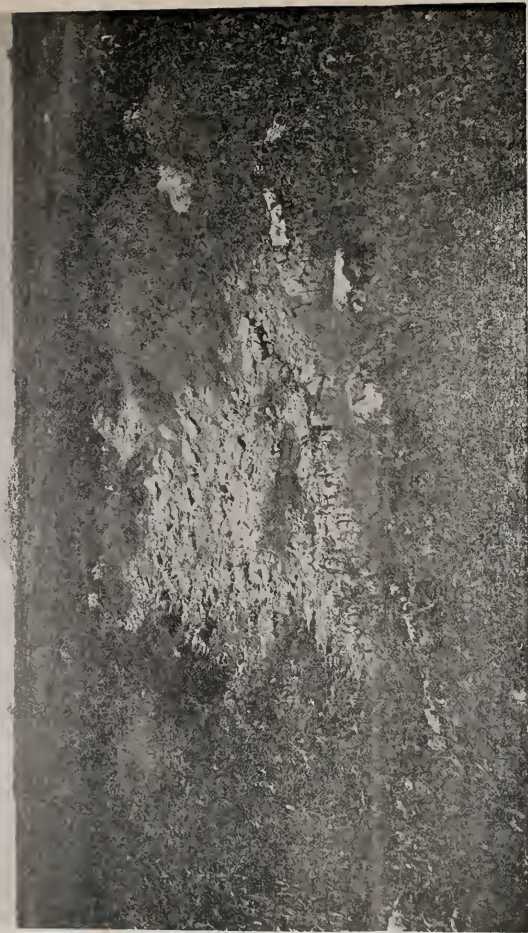
[Endorsed]: No. 896. In the United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 3. Received September 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.



[Endorsed]: Plaintiff's Exhibit No. 4. F. L. Hatch, Dep. C. U. S. vs. Hon. Plan. Co.



[Endorsed]: Plaintiff's Exhibit No. 5. F. L. Hatch, Dep. C. U. S. vs. Hon. Plan. Co.

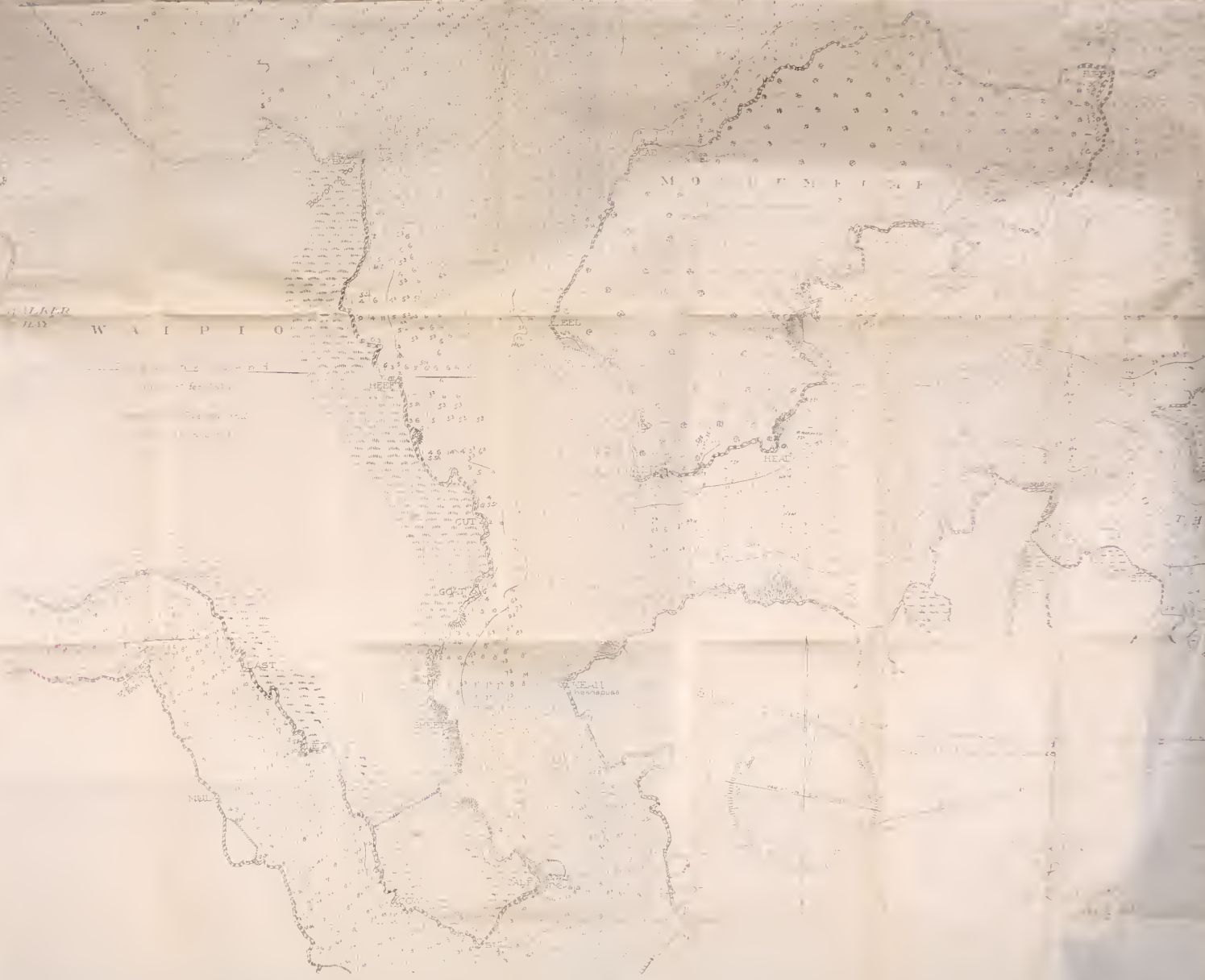


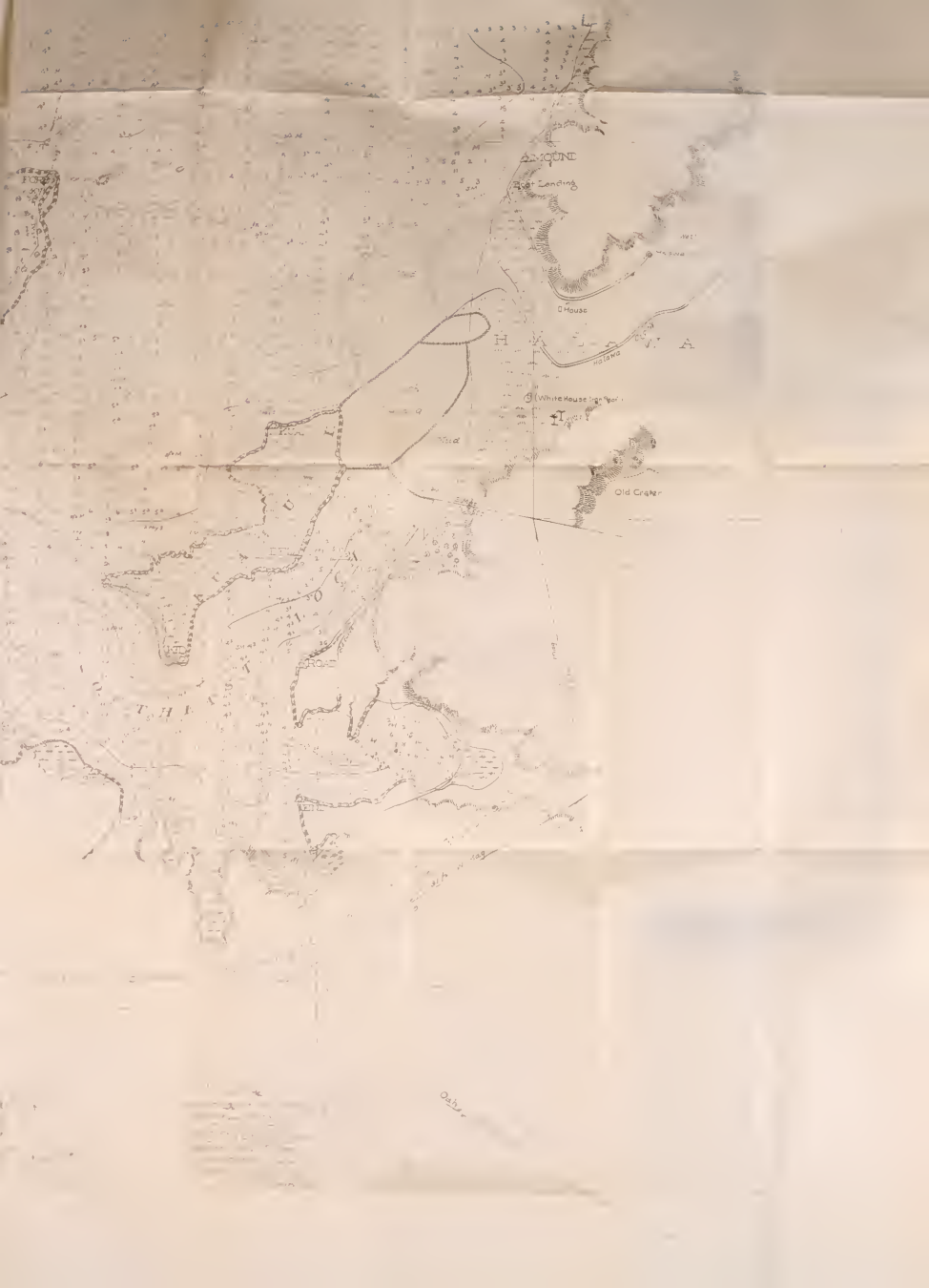
[Endorsed]; Plaintiff's Exhibit No. 6. F. L. Hatch, Dep. C; U. S. vs. Hon. Plan. Co.

U.S.N.P.
1853

WAIPIO

MOUNTAIN





AMCONE

Bear Landing

D House

White House

T. H. I.

Old Crane

T. H. I.

Old

Memoranda for the Information of Taxpayers.

The Several Deputy Assessors will be present at the several times and places during January, 1900, mentioned in the local notices, to Receive Tax Returns.

ASSESSMENT AND OTHER DATES.

SECTION 2. January 1. All property except growing rice shall be assessed as of the first day of January each year.

January 1. All personal and dog taxes shall be assessed as of, and be due and collectable on and after the first day of January each year.

January 1-30. All taxpayers shall make returns of their property and the value thereof between the first and the thirtieth days of January of each year.

March 31. All personal and dog taxes which shall remain unpaid on March 31 of each year shall thereby and thereupon become delinquent and ten per cent. of the amount thereof shall be added thereto and become due as a part thereof.

May 1. Growing rice shall be assessed as of the first day of May in each year.

July 1-15. The assessment books shall be made up on or before July 1st, and shall be open to inspection from the first to the fifteenth of July of each year, notice of which shall be given.

July 1-20. In order to be entitled to appeal, any persons desirous and otherwise entitled to appeal from any assessment, shall file a notice of appeal at any time from the first to the twentieth of July of the year in which the assessment is made.

August 1-20. The Tax Appeal Court shall sit for the hearing of tax appeals between the first and the twentieth of August of each year.

September 1. Tax lists shall be made up by assessors on September 1st, and all property Taxes shall be payable on and after September 1st of each year, but may be received by the Assessors at any earlier date after assessment. No change shall be made in the assessment after September 1st except to add thereto property or taxes omitted therefrom.

September 1-November 15. From September 1st to November 15th of each year Assessors shall attend at an advertised place for collection of taxes, the advertisement to contain notice that taxes will be delinquent on November 15th.

November 15. All property taxes which shall remain unpaid on November 15th of each year, shall thereby and thereupon become delinquent, and ten per cent. of the amount thereof shall be added thereto and become due as a part thereof.

December 1. All names and amounts due of Taxpayers delinquent on December 1st will be published.

December 1-30. During December of each year each assessor shall advertise for tax returns to be made during the following January. The Board of Equalization shall also meet during December.

PERSONAL AND SPECIFIC TAXES.

Poll tax: one dollar; School Tax: two dollars; Road Tax: two dollars. On every male inhabitant between the ages of twenty and sixty years.

Vehicles—For carrying merchandise, and brakes: two dollars each; for carrying persons, five dollars each.

Dog Tax—Males, \$1 each; females, \$3 each.

DEFINITION OF REAL PROPERTY.

The term "Real Property" for the purposes of this Act shall mean and include lands, and town lots and house lots with the buildings, structures, fences, wharves, improvements and other things erected on or affixed to the same.

DEFINITION OF PERSONAL PROPERTY.

The term "Personal Property" for the purposes of this Act shall mean and include all household furniture and effects, jewelry, watches, goods, chattels, wares and merchandise, machinery, Hawaiian ships or vessels whether at home or abroad, all moneys in hand, leasehold and chattel interest in land and real property, franchises, patents, contracts, growing crops, public stocks and bonds not exempted by law from taxation, and all animals not herein specifically taxed.

BASIS OF VALUE FOR TAXATION PURPOSES.

Except as otherwise specifically provided, the interest of each person in real or personal property is assessed at one per cent. on the full cash value thereof.

BASIS OF VALUE OF BUSINESS ENTERPRISES.

In all cases where real and personal property, or several classes or kinds or parcels of real or personal property respectively are combined and made the basis of an enterprise for profit, the combined property forming the basis of such enterprise for profit, shall be assessed as a whole on its fair and reasonable aggregate value.

In estimating the aggregate value of such enterprise for profit, there shall be taken into consideration:

- (1) The net profits made during the preceding year;
- (2) The gross profits made during the preceding year;
- (3) The actual running expenses of the enterprise during the preceding year;
- (4) In case of a corporation, the market price of its stock; and
- (5) All facts and considerations which reasonably and fairly bear upon such valuation.

EXCLUSIONS FROM AGGREGATE VALUE.

In estimating the aggregate value of a business enterprise for purposes of taxation, all shares held in other Hawaiian corporations and property on which specific taxes are levied, are excluded.

THE BASIS OF VALUE OF LEASED PROPERTY

Is the sum of eight years' rental, unless such valuation is manifestly unfair or unjust.

DUTIES AND LIABILITIES OF AGENTS, TRUSTEES, EXECUTORS, SECRETARIES, TREASURERS, ETC.

Every agent for any person temporarily or permanently absent from the Republic, and every trustee, treasurer, executor, administrator or guardian, shall make returns for taxation, and be assessed separately in respect of each property or trust which he represents, and shall be chargeable with the tax payable in respect thereof in the same manner as if such property were his own.

Each such assessment shall be kept separated and apart from his individual assessment.

COMPANY RETURNS

Shall be made by the President, Treasurer, Secretary or Manager of a corporation, or by some member of a copartnership.

CORPORATION AND FIRM PROPERTY

Is assessed to the corporation or firm, and shares therein are not assessed to the owners thereof.

PENALTY FOR DELINQUENCY.

Personal and dog taxes become due January 1st, and are subject to a delinquent penalty of ten per cent. after March 1st.

Property taxes are due September 1st, and become subject to a delinquent penalty of ten per cent. after November 15th.

EXEMPTION FROM PROPERTY TAX.

Provided, however, that the tax of one per cent. herein imposed upon property shall be collected only upon property in excess of the value of three hundred dollars, be the same real or personal.

Such exemption shall be allowed in but one taxation district of the Republic, and that taxation district shall be the one in which the property-owner resides.

And further provided, that no exemption shall be allowed from the property of corporations, companies, estates of deceased persons or corporations.

And further provided, that a tenant, lessee or occupier of any real property that is exempt from taxation, shall not by reason thereof be exempt from taxation, but shall be assessed and shall be subject to taxation, in respect to the value of his interest in any such real property.

RIGHT OF EXAMINATION FOR PURPOSES OF TAXATION.

For the purpose of properly assessing and listing property for taxation the assessors shall each have the right and power:

To inspect and examine the records of all public offices, without charge.

To enter, after making known his intention to the owner or occupier thereof, and examine, so far as is necessary to ascertain their value, all buildings, premises or property whatsoever, except dwelling houses.

To examine under oath any person or persons whom he may suppose to have a knowledge of any property liable to taxation, or in whose hands money or property may be on deposit.

TAX RETURN REQUIRED TO BE MADE.

Each person liable to pay taxes and every owner or possessor of any property, real or personal, whether entitled to exemption or not, shall in the month of January of each year give in to the Assessor or Deputy Assessor of the district in which said property is located a written or printed taxation return, signed and sworn to by him, enumerating the following facts, viz:

1. The description, situation, and value of the real and personal property subject to taxation belonging to such person, including moneys deposited with trustees, agents or other persons of every kind, and from every source, or of which such person had the possession, custody or control on the first day of January then being or immediately preceding.

2. All leases, mortgages, incumbrances and charges secured thereon respectively, with the names and residences of the persons to whom such leases, mortgages, incumbrances or charges are made or owing.

3. All animals subject to taxation which were in the possession, custody, or control of the person making the return on the first day of January.

4. The names and nationalities of all persons subject to taxation in the employ of such persons on the said first day of January.

If any of the property by this Act directed to be returned shall consist of real and personal property, of several classes or kinds or parcels of real or personal property, respectively, which are combined and made the basis of an enterprise for profit, the person making the return shall give a detailed description of such property and state the aggregate value thereof, taking into consideration the net profits made by the same, also the gross receipts and actual running expenses, and where it is a company, being a corporation whose stock is quoted in the market, the market price thereof, as well as all other facts and considerations which reasonably and fairly bear upon such valuation.

He shall state what, if any, the net profits as well as the gross proceeds and actual running expenses of such enterprise have been during the twelve months next preceding; and if known what sale or sales of stock or other interest in such enterprise have taken place during the twelve months next preceding, giving the names of the person selling, the person buying the number of shares or proportion of interest sold upon each sale; and when known, the purchase price thereof.

PENALTY FOR FAILURE TO MAKE SWORN RETURN.

The Assessor will make his own assessment, which shall not be subject to appeal.

INSPECTION OF ASSESSMENTS AND APPEAL.

Assessments are open to inspection between July 1st and 15th.

Any person who has made a tax return can appeal to the Tax Appeal Court from any change in his assessment by depositing costs with the Assessor.

An appeal lies from the Tax Appeal Court to the Supreme Court. Value of land is to be assessed separate from the value of buildings and improvements.

In making a return, state the street and number of lots in town. Lots in the country shall be described by noting the name of the land Commission Award and Royal Patent under which the land is held. Also, state if any property has been sold during the year, to whom, and at what price.

Under Leasehold Interests a schedule must be given of all Leases, their term, rental and unexpired term.

Growing crops of all kinds except coffee are taxable.

All Schedules attached to this return are a part hereof, and must be filled out.

Consignments of property, wherever from, in or out of bond, are to be taxed there.

All Taxes amounting to over \$10.00 are payable in U. S. Gold Coin.

APPROVED:

THEO. F. LANSING,

Minister of Finance.

[Do not include growing rice on this list. It is to be assessed May 1st on a separate blank which will be furnished for that purpose.]

1900 TAX ASSESSMENT LIST

FOR THE
DISTRICT OF Ewa, ISLAND OF Oahu

Statement of Property Belonging to, in the Possession of, or Under the Control of
HONOLULU PLANTATION CO.

(1) REAL ESTATE OWNED.

No. R. P. or L. C. A.	Description and Situation of Land and Improvements.	Area.	Agricultural Cane Land Value per Acre	Unimproved Cane Land Value per Acre	Pasture Land Value per Acre	Rice Land Value per Acre	Two Land per Acre	Forest Land Value per Acre	Total Value of Land	Total Value of Improvements.	Grand Total		
	<i>As per Schedule "C"</i>	112 1/2	acres						\$ 15,755.00	\$	\$		
	<i>Buildings</i>									\$ 31,075.00			
Total of Real Estate.....											\$	\$	\$ 46,830.00

(2) LESSEES RETURN OF REAL ESTATE LEASED.

R. P. or L. C. A.	Area.	Name and Location of Land and Improvements	Lessor	Date of Lease	Term of Lease	Annual Rent	Value of Leasehold Interest	Value of Improvements	Grand Total			
		<i>As per Schedule "B"</i>					\$ 50,000.00	\$	\$			
		<i>Buildings</i>						\$ 1905.00				
		<i>As per Schedule "B" on lands belonging to Sundry Lessees, we paying taxes</i>						\$ 294.00				
Total.....										\$	\$	\$ 7,335.00
Grand Total.....										\$	\$	\$ 117,165.00

NAME OF INSURANCE COMPANY

AMOUNT OF PREMIUMS

Scottish Union & National, "The Alliance," "The Royal"

Insurance on Buildings on Fee Simple Lands, \$1075.00

" " " Leasehold 1905.00

Insurance on Lumber \$7000.00, Insurance on R. R. Bridges \$3000.00

\$

SCHEDULE A. GROWING CROP OF CANE.

BELONGING TO Honolulu Plantation Company.

NO. OF ACRES	DESCRIPTION	VALUE		ESTIMATED YIELD IN TONS OF SUGAR		REMARKS
		Per Acre	Total	Per Acre	Total	
338½	Young Plant Cane					
	4 Months old @	30.00	10,155.00	7	2369½	
289	Young Plant Cane					
	on high lands					
	2½ months old @	25.00	7,225.00	6½	1878½	
250	Young Plant Cane					
	on high lands					
	7 weeks old @	20.00	5,000.00	6½	1625	
127	Young Plant Cane					
	on high lands					
	4 weeks old @	15.00	1,905.00	6½	825½	
120	Young Plant Cane					
	on low lands					
	2 weeks old @	10.00	1,200.00	7	840	
50	Young Rattoons					
	on low lands					
	3¼ weeks old @	15.00	750.00	6½	325	
10	Large Seed Cane					
	8 months old	100.00	1,000.00	—	—	
1184½			27,235.00			

*Lease of S. M. Damon No. 607 Acres at \$9 000 per year for
20 years seemingly not reported.*

See Fol. 190—475.

SCHEDULE B LANDS LEASED BY HONOLULU PLANTATION CO.

Lands on which Taxes are Paid to be so Designated.

No. R. P.	No. L. C. A.	NAME OF LAND	LESSOR	No. Acres	Rent Per Acre	Year	EXPIRATION OF LEASE Month
				Value of Lands.			
200	1000	Niwa	Napoula	2.20		50.00	400.00
238	2000	Kenni	Kaapuni et al.	.70		23.00	104.00
202	2042	Kauehilo	Lupina & Haupeuu	.45		20.00	100.00
	2044	Kaupali	Halualani	1.43	1/400000	}	90.00
	2046	Makakani	"	.32	2 "		
	2057	Kauee No. 1.	"	.40	2 "		
270	2137	Kauee No. 2.	K. Williams et al	.15	AP No. 2	}	60.00
207	2055	Kahawananui	"	1.00	" 1 & 2		
200	2048	Kaueahu	"	.77	" " "		
Halausa	"	Queen Emma Land	Jas. I. Dowsett	47.52		\$1000.00	Sept. 1st 1908
"	"	Bishop Est.	"	60.74		\$1000.00	" " "
"	"	Queen Emma Est.	Do. & Queen Emma Est.	300.00	1.75	}	" " 1932 3 1/2 per cent of crop
"	"	Bishop Est.	Do. & Bishop Est.	1000.00	1.75		
Aiea	"	Crown Land	Jas. I. Dowsett	168.00	1.75		
Kalaheo	"	Bishop Est.	S. M. Damon & G. Silver	60.00	1.75	}	After first five years pay 3 1/2 per cent of crop
"	"	" "	McCandless & Bishop	712.00	1.70		
Waialeale	"	C. M. Cooke	Do. & C. M. Cooke	80.00	1.70		
Waialeale	"	Austin Estate	McCandless & Austin Est	500.00	1.70	}	Jan. 1st 1932 3 1/2 per cent of crop
Kalaheo	"	McGrew	J. S. McGrew	22.50	15.00		
"	"	Waiau	O. R. & L. Co.				
"	"	Waimano	Do.	} 120.00	} 4 1/2 %	} of	" " "
"	"	Waiauva	Do.				
"	"	Waimanauka	Do.				
"	"	Maunaloa	Do.				
"	1951	Kahele	Kaapuni	1.00		40 "	120.00
205	2156	Halausa	Kahanakohala	1.74		50.00	400.00
2011	264	Kaueaha	W. R. Castle "Trustee"	.27		20.00	150.00
202	2042	Kauehilo	" "				" " "
273	9326	Kapalaa, Ewa	Melani (W)			25.00	200.00
278	9405	Mananani	Sing Cheng			25.00	200.00
270	9378	Homaa Kanaa	Mary Kapohakalana			25.00	200.00
208	9377	Waialea, Ewa	Alina			25.00	250.00
213	9373	" "	Malielili			20.00	150.00
271	7712	Mananaka	H. Puaiki			25.00	120.00
Govt. Lease No. 427	"	"	Haw. Government	5.45		85.00	500.00
211	9291	Kapalaa Ewa	Ho. Sun			25.00	100.00
		Mananahi & Waiauva	Do (Bishop Est.)	17.00			" " 1902
9120 & 9122		Keolu & Keeki	Do			20.00	150.00

Amt. of Taxes on Leased Lands to be paid by Plant Co.

* All the Lands mkd * taxes to be paid by Lessors and owners and charged

\$ 203.00

SCHEDULE C.
Lands Held in Fee Simple by
HONOLULU PLANTATION CO.

No. R. P.	No. L. C. A.	NAME OF LAND	Acres	Acres	Acres	Total Acreage	REMARKS
			Forest Land	Cane Land	Pasture Land		Value
761	2139	Halawa		1		1	300.00
Grant on Cash Purchase 4270		Aiea, Ewa		95	(Mill Site)	98	10,000.00
757	2155	Halawa		—		2	Halawa 600.00 Pump Site
5597	Apane 2 70	Waimalu		1		1	500.00 Rice Land
Grant by Rep. of Hawaii		Waimalu		2 $\frac{1}{4}$		6 $\frac{2\frac{1}{2}}{100}$	550.00
Do. Do.		Do.				2 $\frac{11}{100}$	250.00 Rt. of Way for R.R.
Deed by Austin Est.		Do.				1 $\frac{84}{100}$	Waimalu 550.00 Pump Site
						112 $\frac{1}{2}$	\$12,755.00

SCHEDULE E.

Information required in estimating aggregate value combined property which is the basis of Business Enterprises for Profit, required by Section 68. Session Laws, 1896.

STATEMENT OF PAST YEAR'S BUSINESS	
Amount Gross Receipts for year to January 1st, 1900.....	\$.
.....
.....	748959.09
Total Actual running expenses for year to January 1st, 1900
<i>which includes Cost of Railroads, Pumps, Buildings and all purchases during year, and all outlays for Labor, as well material now on hand</i>
Amount Net Profits for year to January 1st, 1900
.....
.....
.....

SALES OF CORPORATION STOCK.

Name of Vender.	Name of Vendee.	No. Share.	Price Paid.	Total.
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

REMARKS.

No Receipts and no Profits

DESCRIPTION OF PERSONAL PROPERTY.		VALUE.	
Agricultural Implements on hand	Steamplows, \$20,000.00; Tools, \$5,000.00	\$	25,000 00
Building Material on hand	Lumber, 7,000.00; Blacksmith Iron, \$800.79		7,800 79
Cash in hand			122 28
Coal—Tons	1100 Tons @ \$7.00		7,700 00
Fishing Rights			
Growing Crop of Cane, as per Schedule "A"			27,235 00
Growing Crop of Taro, Bananas and Vegetables—Acres			
Goods, Wares and Merchandise, and of what general kind (on hand)	Store Stock		2,773 84
" " " " " " "	Cement & Lime		8,000 00
" " " " " " "	(in bond) Rails & Spikes		8,300 00
" " " " " " "	Iron & Grain		248 70
" " " " " " "	consigned to you, in or out of bond		
Household Furniture (in use)	and Office Furniture		500 33
Hides or Skins, in or out of bond			
Jewelry of all kinds for personal use (including Watches)			
Machinery of all kinds in use (other than sugar)	Pump Mach., Well Boring Mach., 334,253.01; 4,287.95		100,500 00
Sugar or Molasses, in Tanks or Coolers	tons gallons		
Sugar or Molasses on hand	tons		
Paddy—Tons	Value per ton \$		
Personal Property of any kind, not included in this Schedule	1 incomplete		
Railroads—Miles	5 laid Value \$ 70,000.00; Portable Tracks—Miles Value \$ 7,500.00		77,500 00
Rice—Tons	Value per ton \$		
Rolling Stock	18 Cane Cars, 2,250.00; 10 Dump Cars, 50; 1 Locomo., 2,500; Car Material, 4,000		10,000 00
Sugar Mills and Machinery			
Ships, Vessels, at home or abroad			
Wool—Tons	Value per ton \$		
Yachts and Boats			

(3) LIVE STOCK SCHEDULE.

	NUMBER	VALUE PER HEAD	
Bulls (Hawaiian)		\$	
" (Imported)			
Cattle (Herd)			
Cattle (Working)			
Cattle (milk cow)			
Horses (Native) broken	8	61 00	488 00
Horses (Foreign) broken			
Horses (herd) unbroken			
Stallions (Native)			
Stallions (Imported)			
Jacks, Imported and Native			
Donkeys (Native)			
Mules (Native)			
Mules (Foreign)	141	100 7 00	14,100 00
Sheep			
Pigs			
Total of Personal Property			\$ 306,463 10
Total of First Esgo			117,189 00
Grand Total			423,652 10
Aggregate value of the combined property which is the basis of the business enterprise known as Honolulu Plantation Co.			\$
taken as a whole			

(1) If this blank is not large enough make this return on Schedule C.
(2) If this blank is not large enough make this return on Schedule B.
(3) If this blank is not large enough make this return on Schedule D.

SPECIFIC TAXES.

Number of Carriages, Wagons, Wagonettes, Horses, Omnibusses used for conveyance of persons.....
1. Beatty

Number of Wagons, Carts, Drays or other Vehicles used for freight only; and brakes *2 carts and wagons*

Dogs—Male

Dogs—Female

LIST OF MALE PERSONS IN YOUR EMPLOY, OR RESIDING WITH YOU SUBJECT TO TAXATION.

NAME	AGE.	NATIONALITY.	NAME.	AGE.	NATIONALITY.
.....					
.....					
.....					
.....					
.....					
.....					
.....					
.....					
.....					
.....					
.....					

I DO SOLEMNLY SWEAR that the list of persons in my employ, and of animals and other property in my possession, or owned by me liable to taxation, which I have given, is true to the best of my knowledge, information and belief, so help God.

HONOLULU PLANTATION CO.
 By *JAMES A. LOU, Manager.*

Subscribed and Sworn to before me this *5th* day of January, 1900.

F. K. ARCHER,
 Deputy Assessor and Collector.

BLANKS BELOW FILED OUT AT TAX OFFICE.

HAWAIIAN ISLANDS.

Tax Assessment List

FOR THE

District of *East*

Island of *Oahu*

1900.

STATEMENT OF

Honolulu Sugar Co.

Book

Block

Received January 31 *1900.*

F. K. ARCHER,
 Deputy Assessor and Collector

U. S. Dist. Court.

U. S. vs. Bishop et al.
 (How. P. Co.)

Piffs. Ex. "A"

W. R. Maling,
 Clerk.

U. S. Dist. Court.

U. S. vs. Hon. Plan. Co.

Piffs. Ex. No. 9.

F. L. Hatch,
 Dep. Clerk.

Cla. 890

U. S. Circuit Court of Appeals
 for the Ninth Circuit.

Plaintiffs vs. Def.

Process SEP 29 1902

J. D. McDonald, Clerk.

W. J. Merida, Deputy Clerk.

CIFIC TAXES.

omibusses used for conveyance of persons.

 d for freight only; and brakes. *9 carts and wagons*

Y, OR RESIDING WITH YOU SUBJECT TO TAXATION.

TY.	NAME.	AGE.	NATIONALITY.
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of persons in my employ, and of animals and other property in which I have given, is true to the best of my knowledge, informa-

.....
ULU PLANTATION CO.
By JAMES A. LOW, Manager.

ay of January, 1900.

.....
F. K. ARCHER,
Deputy Assessor and Collector.

BLANKS BELOW
 HAWAII
Tax Ass
 District of
 Island of

Plaintiff's Exhibit No. 11.

Lease.

[Four Hawaiian Stamps. Canceled.]

This indenture made this first day of August, A. D. 1898 by and between J. M. Dowsett of Honolulu, Island of Oahu, Hawaiian Islands, administrator of the estate of James I. Dowsett late of said Honolulu, deceased, party of the first part; and The Honolulu Sugar Company, a corporation, incorporated under the Laws of the State of California, United States of America, doing business in the Hawaiian Islands, party of the second part

Witnesseth

That the party of the first part being possessed of certain portions of the Ahupuaas of Halawa and Aiea, situate in the District of Ewa, in said Island of Oahu, under and by virtue of a lease from the Trustees of the Estate of Bernice P. Bishop to decedent dated the first day of September A. D. 1888, and recorded in the Registry of Deeds in said Honolulu, in Book 115 page 6 which lease expires on the First day of September A. D. 1908 and by virtue further of a lease from the Trustee of the Estate of Emma Kaleleonalani to decedent dated the Eighth day of September 1888 and recorded in said Registry of Deeds in Book pages and expiring the first day of September A. D. 1908 and by virtue further of a lease from the Commissioners of Crown Lands owned by decedent at his death dated the first day of January 1882 and recorded in said Registry of

Deeds in Book pages and expiring the 31st day of December 1912 in consideration of Twenty Thousand Dollars (\$20,000.) to him the lessor, paid by the party of the second part, the receipt whereof is hereby acknowledged, and with the approval of A. Perry judge of the Circuit Court of the First Circuit under proceedings had this day in the matter of the estate of said decedent and in order to raise money to pay debts of decedent's estate and by virtue of every power him hereto enabling doth hereby sell and sublet to the party of the second part the following portions of said lease holds:

Those portions of the Ahupuaas of Halawa and Aiea respectively which lie mauka of the present track of the Oahu R. R. and L. Co. and described as follows: beginning at the intersection of said railroad track and of the southeasterly boundary line of the land belonging to the estate of Queen Kaleleonalani above mentioned, running thence along said railroad track northwesterly to the intersection of said track with the northwesterly boundary of the land of Aiea aforesaid; thence along said boundary of Aiea northeasterly to a point of altitude of 650 feet mauka of said track; thence in a southeasterly direction along a line at 650 feet altitude on the ridges mauka of said track to a point in the southeasterly boundary line of the Ahupuaa of Halawa, lying at an altitude of 650 feet on the ridge mauka of said track; thence southwesterly along southeasterly boundary line of Halawa to the point of commencement.

Also that piece of Halawa land lying below the O. R. & L. Co.'s track described as follows: Beginning at a point on sea shore at Railroad fence and running as follows by true bearings

1. S. 4° 40' E. 800 feet along R. R. fence.
2. S. 32° 00' E. 1520 feet along R. R. fence to 40 foot road.
3. S. 47° 00' W. 4000 feet along 40 foot road.
4. S. 79° 50' W. 1940 feet along Queen Emma Estate
5. N. 33° 00' W. 6270 feet along Queen Emma Estate and Bishop Estate to shore, thence along sea shore to the initial point the direct bearing and distance being S. 87° 50' E. 7650 feet and containing an area of 780 acres.

Excepting therefrom all lands under the following leases rented to parties at the present time, and described as follows:—

Halawa.—1. Lease dated September 28th, 1888, for period of twenty years from 1st day of September, 1888 to Chun Lau Cheong, and seven others, assigned to Y. Ahin, 16th Nov. 1896, containing 47 and 82|100 acres.

2. Lease dated 31st Jan. 1889 to Chulan & Co. for twenty years from 1st day of Sept. 1888 assigned to Wong Kwai, Nov. 30th, 1896, containing 66 and 74|100 acres.

3. Lease dated Nov. 27th, 1897, for a period of ten years from 1st day of Sept., 1898, to Chow Ah Fo, containing 17 and 92|100 acres.

Aiea.—1. Lease to Kam Tow of land suitable for planting rice, ten year lease from 1st Jan. 1898.

2. Lease to Hop Sing Co. the same now being held by Sung Kong Lee, containing three acres, more or less, being used as a fish station at Aiea depot, bringing a rental of \$100 paid annually on Oct. 1st of each year.

And also such part of the Makalepa paddock in the Ahupuaa of Halawa aforesaid as is not arab'ie, and which is fit for pasturage only.

And the party of the first part doth grant unto the party of the second part all waters running during the continuance of this Indenture in and through the gulches on any portions of said lands lying mauka or above the mauka boundary of the demised premises which runs at an altitude of 650 feet above the level of the sea and also the right to build water-heads, flumes, ditches and pipes above the said mauka boundary line and to extend the same to the lands hereby demised and to run water therein, reserving however, to the party of the first part the right to use and take out of the said waters sufficient for watering all stock which the party of the first part or those claiming under him may run and maintain on the lands situated mauka of the said 650 feet line whenever such water may be available and further excepting and reserving to the party of the first part and those claiming under him a right of way to drive and move cattle over the premises hereby demised upon a road to be hereafter fixed and designated by the Lessee.

To have and to hold the sublet premises and rights according to and for the residue of the respective terms of the said leases above enumerated under which the party of the first part himself is holding and which severally cover the same, the consideration aforesaid of twenty thousand dollars being rental and payment in full for the full term of this sublease of all lands, rights and privileges sublet and assigned hereby, the party of the first part hereby covenanting and agreeing to and with the party of the second part, its successors and assigns, that he will pay to the said Trustees of the Estate of Bernice P. Bishop and his other lessors here-

inabove enumerated, all rentals severally reserved in the leases aforesaid to the several lessors aforesaid and will otherwise keep and perform all of the covenants and conditions in said original leases contained; and will not commit or suffer any acts to be done whereby the same shall be forfeited; and irrespective of any surrender or new lease of that portion of the Estate of said Emma Kaleleonalani covered by this sublease, will pay to the said Trustee of said last named estate for the residue of the premises still retained by the party of the first part the full rental reserved in his said lease from the Trustees of said Estate without deduction or claim whatsoever for or on account of the part hereby sublet or any surrender of new lease thereof. The party of the second part covenants that it will erect and maintain good legal fences around the sublet premises, and will indemnify and forever hold the party of the first part and those claiming under him harmless for all trespass of stock on the lands of the party of the second part except trespasses occurring through the wilful neglect of the party of the first part, or those claiming through him.

In witness whereof the parties hereto have to this and to another instrument of like date and tenor set their hands and seals the day and year first above written.

J. M. DOWSETT,

Admin. Est. J. I. Dowsett, Deceased.

HONOLULU SUGAR CO. [Seal]

By Its Attorney in Fact and General Manager,

JAMES A. LOW.

Hawaiian Islands, }
 Island of Oahu. } ss.

On this 2nd day of August, A. D. 1898, personally appeared before me, J. M. Dowsett, Administrator of the Estate of J. I. Dowsett, and the Honolulu Sugar Company, a corporation, by James A. Low, its attorney in fact and manager, known to me to be the persons described in and who executed the foregoing instrument, who severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein set forth as such administrator and as attorney in fact respectively.

[Seal]

HARRIET E. WILDER,
 Notary Public.

[Endorsed]: Lease No. 1. J. M. Dowsett, Administrator Estate J. I. Dowsett, Deceased, to Honolulu Sugar Co. Dated Honolulu, Aug. 1st, 1898. Indexed. Register Office, Oahu—ss. Received for record this 17th day of August, A. D. 1898, at 12:48 o'clock P. M. and recorded in Liber 184, on pages 291 to 293, and compared. Thos. G. Thrum, Registrar of Conveyances. By _____ Deputy Registrar. Recording Fees, \$8.50.

U. S. Dist. Court. U. S. vs. Bishop et al (Hono. P. Co.) Plffs. Ex. "D." W. B. Maling, Clerk.

U. S. Dist. Court. U. S. vs. Hon. Plan. Co. Plaintiff's Ex. No. "11." F. L. Hatch, Dep. Clerk.

No. 896. United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 11. Received September 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 12.

Lease.

[One U. S. Int. Rev. Stamp and Four Hawaiian Stamps.]

THIS INDENTURE OF LEASE, made this First day of October, A. D. 1898, by and between W. F. ALLEN, SAMUEL M. DAMON, JOSEPH O. CARTER, W. O. SMITH and C. M. HYDE, all of Honolulu, in the Island of Oahu, Republic of Hawaii, Trustees under the Will of Bernice P. Bishop, hereinafter called the Lessors, of the first part, and the HONOLULU SUGAR COMPANY, a corporation, incorporated under the laws of the State of California, doing business in said Republic, hereinafter called the Lessee of the second part,

WITNESSETH: That the Lessors, in consideration of the rent hereinafter reserved and of the covenants herein contained and on the part of the Lessee to be kept and performed, do hereby demise and lease unto the Lessee all of those portions of the one-half portion of the Ahupuaa, of Halawa, situate in the District of Ewa, in said Island of Oahu, set apart to the Trustees of the Estate of Bernice P. Bishop, by deed dated June 13th, 1888, and recorded in the Hawaiian Registry of Deeds in said Honolulu, in Book 113, pages 14, 15, 16, and 17, described as follows, to wit:

PART 1.

Lying mauka of the present right of way of the Oahu Railway and Land Company:

Beginning at a point on the mauka line of the right of way of the Oahu Railway, at the boundary line be-

tween Halawa sections A and B, and running as follows by true bearings:

1. N. $56^{\circ} 25'$ E. 6,000 feet along Halawa section B.
2. N. $36^{\circ} 20'$ W. 500 feet along Halawa section B.
3. S. $56^{\circ} 30'$ W. 1,500 feet along southeast side of crater,
4. N. 45° W. 1,500 feet along southwest side of crater,
5. North 1,000 feet along west side of crater,
6. N. 50° E. 1,140 feet along northwest side of crater,
7. N. 36° W. 250 feet to the middle of Halawa Creek,
8. S. 63° W. 2,040 feet to the mauka line of said right of way.
9. Southerly along said mauka line to the initial point, containing an area of 205 acres.

PART 2.

Lying mauka of the present right of way of the Oahu Railway and Land Company.

Beginning at a point on the mauka line of the right of way of the Oahu Railway at the boundary line between Halawa and Aiea, thence

1. Southerly 2,830 feet along said mauka line or right of way to a point opposite the northerly end of the bridge across Halawa Creek.
2. S. 65° E. 500 ft.
3. N. 74° E. 400 ft.
4. N. $42\frac{1}{2}^{\circ}$ E. 800 ft.
5. N. 26° E. 380 ft.
6. N. 26° W. 430 ft.
7. N. 50° E. 1,300 ft.
8. N. 78° E. 1,650 ft.
9. S. 22° E. 550 ft. to the middle of Halawa Creek.
10. N. 48° E. 150 ft. along Halawa section B.

11. N. $60^{\circ} 45'$ E. 2,500 ft. along Halawa section B. to the Government Road.

12. Westerly 2,800 ft. along the Government Road to the boundary line of Aiea.

13. S. $57^{\circ} 45'$ W. 3,000 ft. along Aiea.

14. S. $68^{\circ} 30'$ W. 500 ft. along Aiea to the initial point, containing an area of 215 acres.

PART 3.

Lying mauka of said right of way of the Oahu Railway and Land Company.

Beginning at a stone on the northwesterly boundary of Halawa, thence,

1. S. $57^{\circ} 45'$ W. 200 ft. along Aiea to the Government Road,

2. Easterly 2,800 ft. along the Government Road to the boundary line of Halawa Section B.

3. N. $60^{\circ} 45'$ E. 7,100 ft. along Halawa Section B. to 650 ft. elevation,

4. Northwesterly 3,000 ft. along 650 ft. elevation to the boundary line of Aiea,

5. S. $61^{\circ} 45'$ W. 3,400 ft. along Aiea,

6. S. $52^{\circ} 45'$ W. 4,200 ft. along Aiea, to the initial point, containing an area of about 470 acres.

PART 4.

Lying makai of the said right of way of the Oahu Railway and Land Company.

Beginning at a point on the seashore joining the R. R. fence and running as follows by true bearings:

1. S. $4^{\circ} 40'$ E. 800 feet along R. R. fence,

2. S. $58^{\circ} 50'$ W. 5,850 feet along Queen Emma's land,

3. N. $33^{\circ} 00'$ W. 5,050 feet along Bishop estate to

shore, thence along sea shore to initial point. The direct bearing and distance being S. $87^{\circ} 50'$ E. 7,650 feet, and containing an area of 520 acres.

Also, all that portion of the Ahupuaa of Kalauao, including the Ili of Kaonohi, lying mauka of the Government Public Road, through said District of Ewa, and bounded and described as follows:

Beginning at a point on the boundary between Kalauao and Aiea, from which point the rock at the corner of Paaiau, Aiea and Kalauao bears S. $55^{\circ} 30'$ W. true 252 feet and running as follows by true bearings:

1. N. $55^{\circ} 30'$ E. 7,650 feet along Aiea to 650 ft. elevation.

2. N. $55^{\circ} 20'$ W. 3,900 feet along 650 ft. elevation to Waimalu,

3. S. $78^{\circ} 30'$ W. 900 feet along Waimalu,

4. S. $67^{\circ} 00'$ W. 3,100 feet along Waimalu,

5. S. $44^{\circ} 50'$ W. 1,400 feet along Waimalu,

6. S. $48^{\circ} 00'$ W. 1,650 feet along Waimalu to the old Government Road. Thence along the old Government Road to the intersection of the New Road at L. L. McCandless' gate. Thence along New Road as follows:

7. S. $40^{\circ} 00'$ W. 420 feet.

8. S. $55^{\circ} 00'$ W. 80 feet,

9. S. $4^{\circ} 10'$ W. 158 feet,

10. S. $65^{\circ} 00'$ E. 128 feet,

11. N. $88^{\circ} 20'$ E. 138 feet,

12. N. $59^{\circ} 40'$ E. 43 feet.

13. N. $87^{\circ} 15'$ E. 87 feet,

14. S. $76^{\circ} 35'$ E. 390 feet,

15. S. $57^{\circ} 40'$ E. 70 feet,

16. S. $43^{\circ} 00'$ E. 103 feet to fence on south side of stream,

17. S. $27^{\circ} 00'$ E. 120 feet,

18. S. $5^{\circ} 15'$ W. 111 feet,

19. S. $50^{\circ} 27'$ E. 65 feet,

20. S. $71^{\circ} 00'$ E. 450 feet,

21. S. $80^{\circ} 50'$ E. 70 feet along road,

22. N. $64^{\circ} 00'$ E. 230 feet along road,

23. N. $85^{\circ} 30'$ E. 245 feet to the initial point, and containing an area of 712 acres. All rights of Native Kuleanas reserved.

And also the right of, in and to, all the water running during the term of this lease, in and through the gulches and on the portions of said lands of Halawa and Kalauao owned by the Lessors lying above or mauka of the mauka boundary or line of the demised premises, said premises running up to an elevation of 650 feet altitude above the level of the sea;

And also the right to build and make water-heads, flumes, ditches, and lay all pipes upon the said Ahupuaas, above the said elevation and the said mauka boundary line, and to extend the same to and upon the demised premises and to convey water thereon, reserving, however, the right to the use of water by the Lessors for domestic purposes and for watering all stock which they or their tenants may run and maintain on their land situate mauka of the demised premises, whenever such water may be available, and excepting and reserving all fishing rights appurtenant to the demised premises, also all kuleanas, and rights of tenants; and excepting and reserving also to the Lessors a right of way to drive their cattle and stock of their tenants, and for all other

purposes, through both the Halawa and Kalauao lands heretofore specified to the lands bounded by and adjoining the lands hereby demised.

TO HAVE AND TO HOLD that portion of the demised premises described as Parts 1, 2, 3, and 4, for a term of thirty-two (32) years from the 1st day of September, A. D. 1908; and the balance of the demised premises for the term of thirty-four (34) years from the first day of January, A. D. 1906.

The Lessee, for itself, its successors and assigns, doth hereby covenant to and with the Lessors, their successors and assigns, that it, the Lessee, shall make full payment for rent of all the lands, tenements, hereditaments, rights and privileges, hereby demised and conferred, three and one-half ($3\frac{1}{2}$) per cent of the gross amount of sugar annually produced on the premises, to be packed in suitable containers and delivered to the Lessors on the railway cars at the mill of the Lessee, free of charge; provided, however, the annual rent so paid shall not be less than thirteen hundred thirty-three and 33-100 dollars (\$1,333.33) per annum from January 1st, A. D. 1906, to September 1st, A. D. 1908, and not less than four thousand dollars (\$4,000) net in any one year from or after September 1st, A. D. 1908, to the end of the term of this lease, all cash rentals payable on September 1st of each year for the twelve months next preceding.

And the Lessors covenant with the Lessee, that it, the Lessee, shall and will pay all Government taxes on the lands hereby demised, and shall and will erect and maintain legal fences around the demised premises, such fences to be erected, maintained and kept in good repair and order at the expense of the Lessee, and in case

rights of way for Government roads through part 4 of the demised premises shall be opened during the term of this lease, the Lessee will claim no indemnity or reduction of rent from the Lessors by reason thereof; and further, in the event of the Hawaiian Government, at any time during this lease, desiring to secure for a public cemetery that certain portion of the demised premises in the said Ahupuaa of Halawa lying below the public road adjoining Aiea, and containing an area of 43.2 acres, as per map of the Government Survey Department, 1909, the Lessee will, within a proper time after the harvesting of the crops growing thereon, give up the same without reduction of rent or other charge; provided, however, that the land so given up by the Lessee shall be taken away from the Lessee for the purpose now contemplated, to wit, the making of a public cemetery; and shall and will, at all proper and necessary times and dates, pay the rent hereinabove reserved under and according to the terms thereof; and at the end of said term or other sooner determination thereof will peaceably deliver up to the Lessors possession of the demised premises, together with all the improvements upon or belonging to the same.

PROVIDED, HOWEVER, if the Lessee, its successors or assigns, shall fail to pay the said rent, or any part thereof, as aforesaid, whether the same shall or shall not have been legally demanded, or shall become bankrupt, or shall abandon the said premises, the said Lessors may at once re-enter the demised premises and may terminate this lease without service of notice, or legal process, and without prejudice to any other remedy or right of action for arrears of rent, or for any proceeding or other breach of contract.

And it is hereby expressly agreed and declared that the acceptance of rent by the Lessors shall not be deemed to be a waiver by them of any breach by the Lessee of any covenant herein contained, and that the term "lessors" in these presents shall include the Lessors, their heirs, successors and assigns, and also that the term "lessee" shall include the Lessee, its successors and assigns.

And, further, that, whereas, the premises hereby demised for terms to begin in 1906 and 1908, as aforesaid, are now under lease by said Trustees to one L. L. McCandless and to James I. Dowsett; and whereas the Lessee herein has arranged with them, the said Dowsett and McCandless for the possession of the demised premises until the beginning of the term of this lease.

NOW, THEREFORE, the Lessors expressly agree that, if either the said Dowsett or McCandless, or their heirs, representatives or assigns, shall fail to comply with the terms of the respective leases under which they claim at any time during the existence of the same, that the Lessee, its successors or assigns, shall be allowed to take over said leases or to lease anew from the Lessors upon the same terms as are set forth in said leases to McCandless and Dowsett.

IN WITNESS WHEREOF, the Lessors and Lessee have to this and to another instrument of like date and

tenor set their hands and seals the day and year first above written.

S. M. DAMON,
CHARLES M. HYDE,
J. O. CARTER,

Trustees Under the Will of Bernice P. Bishop.

HONOLULU SUGAR CO. [Seal]

By N. OHLANDT,

President.

And by E. H. SHELDON,

Secretary.

State of California,

City and County of San Francisco. }

ss.

On this nineteenth day of October, in the year A. D. one thousand eight hundred and ninety-eight, personally appeared before me, Nicholas Ohlandt, known to me to be the President, and E. H. Sheldon, known to me to be the Secretary of the Honolulu Sugar Company, the corporation described in, and which executed the foregoing instrument, and acknowledged to me that such corporation executed the same freely and voluntarily, and for the uses and purposes therein set forth.

[Seal]

AUGUSTA W. DUISENBERG,

Notary Public in and for the City and County of San Francisco, State of California.

[Ten Cents U. S. Int. Rev. Stamps. Canceled.]

HAWAIIAN CONSULATE,

San Francisco, Cal., U. S. A.

I hereby certify, that Augusta W. Duisenberg, whose name is affixed to the annexed certificate, was at the

time of signing the same, a regular commissioned and duly qualified Notary Public for the City and County of San Francisco, State of California, U. S. A., and that her acts as such are entitled to full faith and credit.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 20th day of October, A. D. 1898.

[Seal]

CHAS. T. WILDER,
Hawaiian Consul-General.

Hawaiian Islands, }
Island of Oahu. } ss.

On this seventh day of November, A. D. 1898, personally appeared before me S. M. Damon, Charles M. Hyde and J. O. Carter, three of the Trustees under the will of Bernice P. Bishop, all known to me to be the persons described in, and who executed, the foregoing instrument, who severally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein set forth, as such Trustees.

[Seal]

N. FERNANDEZ,
Notary Public, First Judicial Circuit.

[Endorsed]: Lease. No. 4. Bishop Est. W. F. Allen et al. Trustees, etc., to Honolulu Sugar Company. Indexed. Dated October 1st, 1898. Register office, Oahu—ss. Received for record this 8th day of November, A. D. 1898, at 10:37 o'clock A. M., and recorded in Liber No. 185 on pages Nos. 102-107, and compared. Thos. G. Thrum, Registrar of Conveyances. By _____, Deputy Registrar. S. Z. R. S. M. Recording fees, \$14.

U. S. Dist. Court. U. S. vs. Bishop et al. (Hono. P. Co.) Pltff.'s Ex. "E." W. B. Maling, Clerk.

U. S. Dist. Court. U. S. vs. Hon. Co. Plaintiff's Ex.
No. 12. F. L. Hatch, Dep. Clerk.

No. 896. United States Circuit Court of Appeals for
the Ninth Circuit. Plaintiff's Exhibit No. 12. Received
Sept. 29, 1902. F. D. Monckton, Clerk. By Meredith
Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 13.

ANNUAL EXHIBIT OF CORPORATIONS.

Exhibit of the Honolulu Plantation Co. for the year
ending January 1, 1901.

Date of Charter: May 18th, 1899.

Term of Charter: 50 years.

Original Shares of Stock: 100,000, at \$50.00, \$5,000,000.

Increased ——— 1—— to ——— Shares.

Increased ——— 1—— to ——— Shares.

Increased ——— 1—— to ——— Shares.

No. of Shares issued, sold or transferred during the year
ending Jan. 1, 1901: 19,677.

Par value Shares issued, sold or transferred during year
ending Jan. 1, 1901: \$983,850.00.

Present Number of Shares, 100,000, at \$50.00: \$5,000,000.

Capital, \$———, Paid up Capital, ———: \$———.

Amount paid as Dividends for year ending Jan. 1, 1901,
per cent: None.

Amount of Gross Sales or Income for the year ending
Jan. 1, 1901: None.

Amount of Actual Running Expenses for the year end-
ing Jan. 1, 1901: All new work.

Number of Tons Produced, if a Sugar or Rice Plantation, for the year ending Jan. 1, 1901: None.

ASSETS OF CORPORATION—Jan. 1, 1901.

Real Estate (give location and description).
 Lands in fee and sundry leasehold interests..\$100,000.00
 Personal Property (give particulars in detail).
 Cost of Mill, Railroad and Cars, Reservoirs,
 Waterways, Flumes and Trestles, Growing
 Crops, Mdse., Tools and Implements, etc.,
 etc., etc.....\$2,264,299.92
 Bonds (describe them).
 Mortgages (on what property and for what
 amount)
 Notes
 Book Accounts
 Cash in Hand\$ 1,926.68

 Total\$2,366,226.60

LIABILITIES OF CORPORATION—Jan. 1, 1901.

Here give an account of all liabilities, both secured and unsecured.

Due Wm. G. Irwin & Co.....\$793,495.13
 Due Crocker-Woolworth Bank..... 50,000.00

 \$843,495.13

RETURNS TO THE TAX ASSESSOR, 1901.

Real Estate\$ _____
 Personal Property\$ _____

 Total\$ _____

OFFICERS OF THE CORPORATION—Jan. 1, 1901.

Elected Nov. 19, 1900.

John A. Buck, President.

N. Ohlandt, Vice-President.

Samuel Sussman, Treasurer.

E. H. Sheldon, Secretary.

—————, Auditor,

Name of person on whom service of legal process may be made, and location of his office: Wm. G. Irwin & Co., Honolulu.

Location of the Office of the Corporation: 327 Market St., San Francisco.

STOCKHOLDERS HONOLULU PLANTATION COMPANY, Jan. 1, 1901.

Ayden, Thos., San Francisco.....	50 Shares
Ayden, Thos. Jr., San Francisco.....	15 Shares
Alfs, William, San Francisco.....	100 Shares
Buck, John A., San Francisco.....	145 Shares
Burns, Isidore, San Francisco.....	60 Shares
Bernhardt, Chas., San Francisco.....	22 Shares
Brown, Joe. A., San Francisco.....	5 Shares
Broderick, W. F., San Francisco.....	10 Shares
Belshaw, C. M., San Francisco.....	200 Shares
Corder, T. W., San Francisco.....	591 Shares
Chase, Elizabeth, San Francisco.....	40 Shares
Coggins, Leslie I., San Francisco.....	20 Shares
Child & Barker, San Francisco.....	40 Shares
Corder, Amy A., San Francisco.....	50 Shares
Dean, Peter, San Francisco.....	400 Shares
Denicke, E. A., San Francisco.....	50 Shares
Durbrow, Elb, Tr., San Francisco.....	500 Shares

Day, James A., San Francisco.....	10 Shares
Davis, W. S., Tr., San Francisco.....	211 Shares
Dorward, D. or J., San Francisco.....	100 Shares
Daingerfield, Wm. R., San Francisco.....	100 Shares
Duperu & Co., San Francisco.....	150 Shares
Ehrman, M., San Francisco.....	952 Shares
Frowenfeld, J., San Francisco.....	111 Shares
Falsch, Otto, San Francisco.....	30 Shares
Foerster, Agnes, San Francisco.....	100 Shares
Frueler, J., Tr., San Francisco.....	500 Shares
Green, C. E., San Francisco.....	406 Shares
Holje, M., San Francisco.....	200 Shares
Hoelscher, Wm., San Francisco.....	100 Shares
Hinkel, John, San Francisco.....	200 Shares
Hinkel, Geo. H., San Francisco.....	100 Shares
Haas, Wm., San Francisco.....	50 Shares
Hufschmidt, F., San Francisco.....	50 Shares
Hollings, N., San Francisco.....	35 Shares
Howard, H. P., San Francisco.....	50 Shares
Koster, John L., San Francisco.....	509 Shares
Knust, Henry, San Francisco.....	200 Shares
Lehmann, Ch., San Francisco.....	215 Shares
Martin, Jos., San Francisco.....	55 Shares
Matson, Wm., San Francisco.....	259 Shares
Moore, R. S., San Francisco.....	400 Shares
Morrison, A. F., San Francisco.....	141 Shares
Mirk, Thos., San Francisco.....	50 Shares
Meertief, Abe., San Francisco.....	100 Shares
McElroy, R. D., San Francisco.....	75 Shares
Mills, W. H., San Francisco.....	200 Shares
Metson, W. H., San Francisco.....	400 Shares
Naber, Alfs & Brune, San Francisco.....	200 Shares

Newman, Juda, San Francisco.....	150 Shares
Newman, Simon, San Francisco.....	100 Shares
Ohlandt, N., San Francisco.....	145 Shares
Pockwitz, Louis, San Francisco.....	150 Shares
Page, G. L., San Francisco.....	30 Shares
Peterson, N. P., San Francisco.....	20 Shares
Roth & Co., San Francisco.....	150 Shares
Sussman, Samuel, San Francisco.....	105 Shares
Schnutenhaus, E. & M., San Francisco....	30 Shares
Schwab, F. L., San Francisco.....	10 Shares
Southard, A. B., San Francisco.....	30 Shares
Honolulu Sugar Co., San Francisco.....	81000 Shares
Ohlandt, Henry, San Francisco.....	500 Shares
Ortion, Emile, San Francisco.....	20 Shares
Ohlandt & Buck, San Francisco.....	358 Shares
Sewall, H. M., Bath, Maine.....	1100 Shares
Schumacher, J. H., San Francisco.....	10 Shares
Spreckels, A. B., San Francisco.....	700 Shares
Spreckels, John D., San Francisco.....	700 Shares
Smith, Peter A., San Francisco.....	85 Shares
Smith, Edwin L., San Francisco.....	15 Shares
Stern, J., San Francisco.....	100 Shares
Smith, George, San Francisco.....	50 Shares
Scheeline, Sol. E., San Francisco.....	300 Shares
Simpson, J. A., San Francisco.....	100 Shares
Sorenson, C. M., San Francisco.....	10 Shares
Tillman, F., Jr., San Francisco.....	605 Shares
Troy, E. P. E., San Francisco.....	11 Shares
Warner, B. M., San Francisco.....	20 Shares
Wertz, Kalé M., San Francisco.....	60 Shares
Wenzel, Edward, San Francisco.....	25 Shares
Wertsch, Wm., San Francisco.....	30 Shares

Wertsch, Louisa, San Francisco.....	10 Shares
Wobber, B. W., San Francisco.....	200 Shares
Wobber, Hugo, San Francisco.....	15 Shares
Wagner, Jos., San Francisco.....	100 Shares
Williams, Dimond & Co., San Francisco....	200 Shares
Wilson, A. W., San Francisco.....	100 Shares
Sheldon, E. H., Trustee, San Francisco....	805 Shares
Cartwright, Bruce, Honolulu, H. T.....	200 Shares
Cornwell, W. H., Honolulu, H. T.....	50 Shares
Center, D., Honolulu, H. T.....	50 Shares
Giffard, W. M., Honolulu, H. T.....	28 Shares
Graham, Wm. M., Honolulu, H. T.....	100 Shares
Hoogs, W. H., Honolulu, H. T.....	100 Shares
Hoogs, W. H., Tr., Honolulu, H. T.....	50 Shares
Holmes, M. V., Honolulu, H. T.....	50 Shares
Irwin, Wm. G., Honolulu, H. T.....	1500 Shares
James, Mrs. Lilian, Honolulu, H. T.....	100 Shares
Low, James A., Honolulu, H. T.....	256 Shares
Lowe, D. W., Honolulu, H. T.....	75 Shares
McKeague, R. A., Honolulu, H. T.....	100 Shares
Mansbridge, R., Honolulu, H. T.....	50 Shares
Morgan, James, Honolulu, H. T.....	100 Shares
More, Jane, Honolulu, H. T.....	10 Shares
Ross, George, Honolulu, H. T.....	250 Shares
Ross, John M., Honolulu, H. T.....	30 Shares
Spalding, E. J., Honolulu, H. T.....	10 Shares
Von Hoht, H. M., Honolulu, H. M.....	10 Shares
Wundenberg, F., Honolulu, H. T.....	50 Shares
Walker, T. B., Honolulu, H. T.....	50 Shares
Ohlandt, N., Trustee, Honolulu, H. T.....	75 Shares

100,000 Shares

I, E. H. Sheldon, Secretary, do solemnly swear that the foregoing is a true and correct statement from the books of the Honolulu Plantation Co. as of the 1st day of January, A. D. 1901.

[Corporation Seal]

E. H. SHELDON.

Subscribed and sworn to before me this twenty-ninth day of January, 1901.

[Seal]

AUGUSTA W. DUISENBERG,

Notary Public in and for the City and County of San Francisco, State of California.

Note.—Should any of the spaces in this blank be insufficient for the insertion of the information required, additional sheets may be attached for the purpose.

I do hereby certify that the foregoing documents to be a true and correct copy of the annual corporation exhibit of the "Honolulu Plantation Co." for the year ending December 31, 1900, on file in the treasurer's office.

[Seal]

HENRY C. HAPAI,

Registrar Public Accounts.

Treasurer's Office, Territory of Hawaii, March 4th, 1902.

[Endorsed]: 1900. Corporation Exhibit Honolulu Plantation Co. January 1, 1901.

U. S. Dist. Court. U. S. vs. Hon. Plan. Co. Plaintiff's Ex. No. 13. F. L. Hatch, Dep. Clerk.

No. 896. United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 13. Received Sept. 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

Plaintiff's Exhibit No. 14.

Total area Makai.....	469 acres
Total area Mauka	149 acres
Total area Island.....	39 acres

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All told

657 acres

Out of this cane land.....	342 acres
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—————

Leaving, 315 acres

For land on Island and land which cannot be cultivated.

Land all lays below 25 ft. contour.

[Endorsed]: U. S. Dist. Court. Hawaii. U. S. vs. Hono. P. Co. Pltff's. Ex. "I." W. B. Maling, Clerk. Plaintiff's Ex. No. 14. F. L. Hatch, Dep. Clerk.

No. 896. United States Circuit Court of Appeals for the Ninth Circuit. Plaintiff's Exhibit No. 14. Received Sept. 29, 1902. F. D. Monckton, Clerk. By Meredith Sawyer, Deputy Clerk.

QUEEN EMMA ESTATE LAND

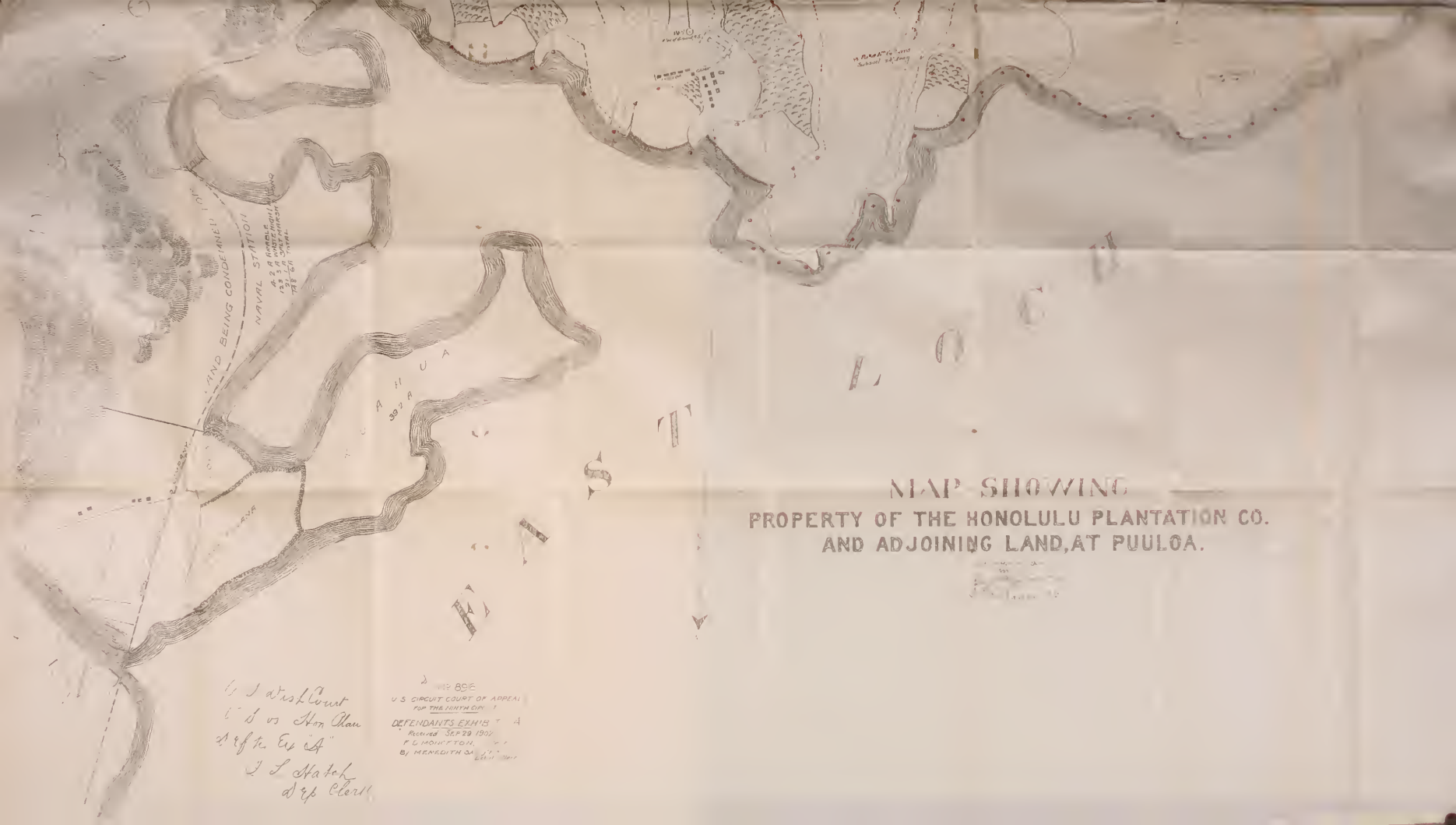
BISHOP

COMMISSION

ESTATE

LAND

LAND BEING CONDEMNED
FOR NAVAL STATION



MAP SHOWING
PROPERTY OF THE HONOLULU PLANTATION CO.
AND ADJOINING LAND, AT PUULOA.

U.S. District Court
U.S. vs. Hon. Chan
et al. et al.
U.S. Marshal
et al. et al.

BY B.C.E.
U.S. CIRCUIT COURT OF APPEALS
FOR THE TERRITORY OF HAWAII
DEFENDANTS EXHIBIT A
REVISED SEP 20 1906
P.L. MOHITTON, P.L.
BY MENEITH SA...